that plaintiff's means, or method, of manufacture was a necessary element in his invention. It must have considered the plaintiff's product a totally different article from those embodied in the earlier patents for the reason that it was produced in an entirely different way. There can be no question of the soundness of this conclusion. That the means of production is an integral part of the patented product is supported by those cases which hold that although someone else has previously suggested a useful and desirable commodity, yet the one who actually devised the means of giving physical existence to it is the original inventor. If the idea of the thing itself were the patentable idea then the person who subsequently devised the means of manufacture would have been anticipated, except as to his means. *Pitts* v. *Hall,* 2 Blatch. 229. See also WAITE, PATENT LAW, p. 124-5. Furthermore, it would seem that the subject matter of the patent in the principal case would, if it were not for the suggested means of production, be merely a statement of a desirable result, namely the prevention of the line of aberration by making the entire lens in one piece. That a mere result or function of a device is not patentable is well settled. *Risdon Iron and Locomotive Works* v. *Medart,* 158 U. S. 68. So the holding of the principal case in regard to anticipation is entirely satisfactory. But, as to infringement, it is clearly inconsistent. The defendant had used still a third means of manufacture, and should have been given as much credit for his new product as the plaintiff was given for his. It is true that the defendant's product was substantially the same as the plaintiff's in physical characteristics, but the fact that it was made by an entirely new means gives it novelty in the eyes of patent law. Either plaintiff's patent was for the product, regardless of the means of production,—in which case it was anticipated; or it was for the product as produced by his means—in which case his patent did not cover the defendant's product as produced by different means.

SALES—POSSESSION NOT INDICIA OF TITLE.—P., the owner of an automobile, loaned it to Green and allowed the license to be renewed in Green's name. Green then sold the car to D., an innocent purchaser. In a replevin suit by P., *held,* that possession alone was not indicia of ownership; that, since it was not shown that D. knew that the license was issued in Green's name, there was no evidence that P. "permitted the property to be disposed of to an innocent purchaser under such circumstances as would lead an ordinarily prudent person to believe that the property was rightfully sold," and the court should not have submitted the question of estoppel to the jury. *Forrest* v. *Benson,* (Ark. 1921) 233 S. W. 916.

Chancellor Kent says that it is a maxim alike of the civil and common law that *nemo plus juris in alium transferre potest quam ipse habet.* 2 Kent's Com. 324. But although one cannot give what he does not have, still a buyer may acquire an effective title from a seller who had no title if the original owner is estopped to deny that the seller had title. If the owner of goods *merely* entrusts possession to another, he is not estopped to assert title against an innocent purchaser from the one in possession, for mere possession is not an indicium of ownership upon which the purchaser would

have a right to rely entirely. *Oyler* v. *Renfro,* 86 Mo. App. 321; *Ball Co.* v. *Lane,* 135 Mich. 275. But if the owner gives another not only the possession, but also other indicia of title—an apparent ownership—and if the purchaser knows of this apparent ownership and innocently acts upon it, the doctrine of estoppel *in pais* applies and the original owner cannot deny that the seller had title. *O'Connor* v. *Clark,* 170 Pa. 318; *Nixon* v. *Brown,* 57 N, H. 34. But in the principal case, one of the essential elements necessary to create an estoppel was lacking, for although P. entrusted the seller with possession and allowed him to renew the license in his name, there was no evidence that the buyer knew of this fact and acted upon it.

WILLS—PRESUMPTION OF UNDUE INFLUENCE ARISING FROM FIDUCIARY RELATION.—Testatrix made certain devises and bequests to the principal defendant, Dr. Dinwiddie, who was her trusted confidential adviser and practicing physician. The daughter of the testatrix contested the will on the sole ground that Dinwiddie had exercised undue influence over the testatrix. *Held,* that where a fiduciary or confidential relationship is shown to exist, the law presumes that the gift was the result of undue influence, and the burden is thrown on the recipient of the gift to show that it was not. *Burton* v. *Holman,* (Mo., 1921) 231 S. W. 630.

This case follows out the doctrine established in preceding Missouri decisions on the subject of undue influence. *Dausman* v. *Rankin,* 189 Mo. 677; *Grundmann* v. *Wilde,* 255 Mo. 109. But this view seems to be contrary to the great weight of authority in the United States. *Claussenius* v. *Claussenius,* 179 Ill. 545; *Convey* v. *Murphy,* 146 Ia. 154; *In re Smith's Will,* 72 N. Y. Sup. 1090; *Caughey* v. *Bridenbaugh,* 208 Pa. St. 414. The question of undue influence being presumed from a fiduciary or confidential relationship existing between the testator and the devisee or legatee under the will, has arisen frequently in our courts, and several recent cases have been decided contrary to the rule laid down in the principal case. In *McCune* v. *Reynolds,* 288 Ill. 188, the court said, "the burden rests upon the contestant to prove the charge of undue influence. This cannot be done by the establishment, alone, of a fiduciary relation between the testator and the beneficiaries * * * this does not put upon them the burden of showing an absence of fraud or undue influence." *In re Dale's Estate,* 92 Ore. 57, held that, while a confidential relation between the testator and the beneficiary was a circumstance to be taken into consideration, it did not in itself create a presumption that undue influence had been exerted. To the same effect are, *Brotherhood of R. R. Trainmen* v. *Van Etten,* 90 N. J. Eq. 612, and *Downey* v. *Guilfoile,* 93 Conn. 630. The *Downey* case is commented on in 29 YALE L. J. 133. That unnatural disposition of property does not show testamentary incapacity is held in *Whitman's Est.* (S. D. 1921) 184 N. W. 975.